

**National Park Service**  
**San Juan National Historic Site**  
**501 Norzagaray Street, San Juan, PR, 00901**  
**Application for Special Use Permit**

Please supply the information requested below. **Attach additional sheets, if necessary, to provide required information.** Allow at least four (4) business days for processing. A non-refundable processing fee may be required to accompany this application unless the requested use is an exercise of a First Amendment right. You will be notified of the disposition of the application and the necessary steps to secure your final permit. (Note: there may be additional fees charged, and you **may** be required to provide proof of liability insurance.)

Applicant Name:	Organization Name:
Social Security #:	Tax ID #
Street/Address:	Street/Address:
City/State/Zip Code:	City/State/Zip Code:
Telephone #:	Telephone #:
Cell phone #:	Cell phone #:
Fax #:	Fax#:

Description of Proposed Activity (attach diagram):

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Requested Location: \_\_\_\_\_

Date (s): \_\_\_\_\_

Event set up will begin	Event will begin	Event will end	Removal will be done:

Maximum Number of Participants \_\_\_\_\_ (Please provide best estimate)

Maximum Number of Vehicles \_\_\_\_\_ (attach parking plan)

Support Equipment (list all equipment) \_\_\_\_\_

Support Personnel (contractors, etc. including addresses and telephones) \_\_\_\_\_

Individual in charge of event on site (include address, telephone and cell phone numbers): \_\_\_\_\_

Is this an exercise of First Amendment Rights?	Y	N
Are you familiar with/ have you visited the requested area?	Y	N
Do you plan to advertise or issue a press release?	Y	N
Will you distribute printed material?	Y	N
Is there any reason to believe there will be attempts to disrupt, protest or prevent your event?(if yes explain on separate sheet)	Y	N

The applicant by his or her signature certifies that all the information given is complete and correct, and that no false or misleading information or false statements have been given.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Information provided will be used to determine whether a permit will be issued. Completed application must be accompanied by an application fee in the form of a cashiers check or money order in the amount of \$\_\_\_\_.00 made payable to **National Park Service**. Application and administrative charges are non-refundable. *This completed application should be mailed to Park address information.*

**Note** that this is an application only, and does not serve as permission to conduct a filming project or any other use of the park. If your request is approved, a permit containing applicable conditions and regulations will be sent to the person designated on the application. The permit must be signed and returned to the park prior to the event.

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*The above application form is provided with the understanding that parks will insert appropriate park names and addresses and the amount of the application fee as desired.*

**Paperwork Reduction Act Statement:** This information is being collected to allow the park manager to make a value judgment on whether or not to allow the requested use. All the applicable parts of the form must be completed. A Federal agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

**Estimated Burden Statement:** Public reporting burden for this form is estimated to average 30 minutes per response including the time it takes to read, gather and maintain data, review instructions and complete the form. Direct comments regarding this burden estimate or any aspects of this form to the National Park Service, Special Park Uses Program Manager, 1849 C Street NW (2460), Washington, D.C. 20240

## **SPECIAL USE / EVENTS**

### CONDITIONS OF THIS PERMIT

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
2. Damages - The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
3. Benefit - No Member of Congress shall be admitted to any share or part of this permit or to any benefit that may arise therefrom: but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.
4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(a)(4)].
7. Permittee will comply with applicable public health and sanitation standards and codes.
8. All permits are issued by the park's Special Park Use Coordinator telephone: ( 787)729-6960/6777, Fax ( 787 ) 289-7972, E-mail: madeline\_yordan@nps.gov.
9. The Permittee agrees to carry a general liability insurance policy against claims occasioned by the action or omissions of the Permittee, its agents and employees in carrying out the activities and operations authorized by this permit. Proof of insurance must be submitted prior to the filming date.
10. The Permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(4)].
11. Special Events such as public spectator attractions, ceremonies and commemorative programs are managed and regulated under 36 CFR 2.50, NPS-53 and San Juan National Historic Site Superintendent's Compendium. Permits issued for special events can be valid for no more than 1 day, and may not be transferred or assigned without the consent of the Superintendent. The Superintendent may disapprove a request for a special event if it is determined that:(1) it will conflict with law or policy; (2) it will be a derogation of the values and purposes for which the park was established; (3) it is inconsistent with the park's enabling legislation; (4) it has a reasonable potential to cause illness, personal injury, or property damage; (5) it will unduly interfere with normal park operations, resource protection, or visitor use; (6) there is a no meaningful association between the park area and the event; the observance does not

contribute to visitor understanding of the significance of the park; (7) the event is conducted primarily for the material or financial benefit of participants, involves commercialization, advertising, or publicity by participants, or for which a separate public admission fee is to be charged, unless the event is directly related to the purposes for which a park was established.

## 12. APPLICATION FEE

A non-refundable application charge of \$50.00 is due at the time of submission of the permit.

**COST RECOVERY:** The authority to collect cost recovery for all other special use permits remains 16 U.S.C. 3a. This includes: salaries and benefits for NPS employees monitoring the permit (regular, overtime, night differential, holiday pay, hazardous pay), travel, per diem, MI&E, transportation, supplies and materials.

13. First Amendment activities such as public assemblies, meetings, gatherings, demonstrations, parades and other public expressions of views and opinions are managed and regulated under 36 CFR 2.51, NPS-53 and San Juan National Historic Park Superintendent's Compendium. Activities associated with the exercise of these rights will be reasonably regulated to protect legitimate government interests. Therefore, the Superintendent may regulate such aspects of First Amendment activities as the time, place and manner where they are conducted in order to protect park resources.

14. The sale of merchandize at the park is prohibited.

15. This permit is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or damage to property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

16. The Permittee is required to comply with all applicable federal, state and local laws, ordinances, regulations, codes, permit requirements, and conditions, as well as park regulations contained in Title 36 of the Code of Federal Regulations. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.

17. Smoking, eating and drinking is prohibited in park buildings.

18. The use of any device or prop that utilizes an open flame is prohibited.

19. Loading and unloading must be done before and after park opening/closing hours.

20. The permit is only for use of the specific area and time period designated on the permit. Issuance of a permit does not guarantee exclusive use of an area or building. The area for which the permit is issued will remain open to the public during park visiting hours. Permit activities must not interfere with park visitors or interpretive programs.

21. Public address systems and sound amplification equipment shall not be allowed unless prior permission has been requested and approved on the application/permit. If approved, audio amplification may not interfere with any visitor activities.

22. The consumption of alcoholic beverages or the possession of a receptacle containing an alcoholic beverage which is open, or whose seal is broken, is prohibited unless prior permission has been requested and approved on the application/permit.

23. Commercial soliciting is prohibited. Noncommercial soliciting is prohibited unless prior permission has been requested and approved on the application/permit.

24. If an event requires electrical power, prior special arrangements must be made. The Permittee must supply cables or extension cords as well as plastic matting to cover them. All electrical connections must be inspected and approved by park personnel before the power will be turned on. Power may be turned off at any time at the discretion of the National Park Service. Permittees may supply their own electricity through the use of a generator with prior written permission of the park Superintendent. Generators must be grounded, accompanied by a 10 pound ABC type fire extinguisher and are subject to inspection by the park electrician.

#### OPTIONAL CLAUSES

25. The Permittee will be required to post a bond or cash deposit in the amount of \$\_\_\_\_\_ to insure that the area is left in as good condition after completion of filming activities as it was before. The bond must be received by the park before the permitted activity begins. This bond may also be increased to include and used to cover all cost recovery amounts described below:

Upon abandonment, suspension, revocation, or termination of the permit, the Permittee will remove, with a reasonable time prescribed by the Superintendent, all equipment, property, structures and improvements, except those owned by the government or otherwise conditioned within the permit, and will restore the area. If the Permittee fails to remove such equipment, property, structures and improvements within the prescribed time, they will become the property of the government and may be sold, destroyed or otherwise disposed of without liability to the government. However, the Permittee will remain liable for all costs associated with the removal, including costs of sale and impoundment, cleanup and restoration of the area.

# WEDDING PHOTOGRAPHY PERMIT CONDITIONS

## CONDITIONS OF THIS PERMIT

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
2. Damages - The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
3. Benefit - No Member of Congress shall be admitted to any share or part of this permit or to any benefit that may arise therefrom: but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.
4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(a)(4)].
7. Permittee will comply with applicable public health and sanitation standards and codes.
8. All filming and photography permits are issued by the park's Special Park Use Coordinator telephone: ( 787 ) 729-6960/6777 , Fax ( 787 ) 289-7972, E-mail: madeline\_yordan@nps.gov.
9. This permit is granted in consideration of and upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury to any person or property of any kind whatsoever, whether to the person or property of the Permittee or third parties, from any cause whatsoever arising from any activities conducted pursuant to the terms of the permit, and the Permittee hereby covenants and agrees to indemnify, defend and save and hold harmless the United States, its agents and employees from all such liabilities, judgements, expenses and costs on account of or by reason of any injuries, deaths, liabilities, claims, suits or losses however occurring or damages arising out of the same.
10. Issuance of a permit does not guarantee exclusive use of an area. The area for which the permit is issued will remain open to the public during park visiting hours. Permit activities must not interfere with park visitors.

11. The consumption of alcoholic beverages and/or the possession of a receptacle containing an alcoholic beverage which is open, or whose seal is broken, is prohibited.

12. The use of helium balloons, throwing of rice or any other item within the park is prohibited.

### 13. APPLICATION FEE

A non-refundable application charge of \$50.00 is due at the time of submission of the permit.

COST RECOVERY: The authority to collect cost recovery for all other special use permits remains 16 U.S.C. 3a. This includes: salaries and benefits for NPS employees monitoring the permit ( regular, overtime, night differential, holiday pay, hazardous pay ), travel, per diem, MI&E, transportation, supplies and materials.

14. Ceremonies are limited in duration to one hour. Total guests cannot exceed 35, with a maximum of 20 chairs. Food, beverages, tents, live music or the use of amplified sound systems are not permitted.

15. In response to the events of September 11, 2001, the National Park Service developed a National Emergency response Plan. In accordance with this plan the Director of the National Park Service determines the National Response Level for the Service and the System's Threat Condition(s). If the department of the Homeland Security changes the Homeland Security Advisory System threat level, regional and park managers are to immediately assume that the National Park System is also at a corresponding threat condition and act accordingly. One of the protective measures is the cancellation of all permits and the closure of park areas and/or the entire facility. If this is the case, the permittee will be informed of the cancellation of the permit without a prior warning. The permittee is also advised that all fees paid will be returned to the permittee.

## **PUBLIC ASSEMBLIES AND MEETINGS**

### **PERMIT CONDITIONS**

#### **LOCATION**

Permit will be conducted at the First Amendment Area only. All support equipment and participants to activity are limited to the First Amendment Area.

#### **PERMIT APPLICATIONS**

Applications must be submitted to the Superintendent's Office 3 months in advance of date.

#### **PERMIT LIMITATIONS**

Participants: 5,000

Time Limitations: All activities are limited to four hours starting from the closure of Fort San Felipe Del Morro.

Removal of all support functions and restoration of area is limited to 24 hours after activity ends.

#### **STAGE LIMITATIONS**

Stage(s) are limited to pre constructed self assemble aluminum ones.

Stage Dimensions: : 40' L X 20' W X 18' H

Sound stage: 3' L 3' W 3' H

Sound Limitations: Music is not allowed during operational hours and no more than 60 decibels.

Emergency Closure: In response to the events of September 11, 2001, the National Park Service developed a National Emergency response Plan. In accordance with this plan the Director of the National Park Service determines the National Response Level for the Service and the System's Threat Condition(s). If the department of the Homeland Security changes the Homeland Security Advisory System threat level, regional and park managers are to immediately assume that the National Park System is also at a corresponding threat condition and act accordingly. One of the protective measures is the cancellation of all permits and the closure of park areas and/or the entire facility. If this is the case, the permittee will be informed of the cancellation of the permit without a prior warning. The permittee is also advised that all fees paid will be returned to the permittee.

**OTHER CONDITIONS:** Safety and Health, emergency medical services, solid waste generation, and disposition, and traffic control coordination with Commonwealth and Municipal police will be imposed.